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 SOLUTIONS, INC.)

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Attorneys for Plaintiff LISA A. WADLEY

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

LISA A. WADLEY, individually, and on behalf of all others similarly situated, <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> AMEC FOSTER WHEELER USA CORPORATION; WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., and DOES 1 through 10, inclusive, <p style="text-align: right;">Defendants.</p>	Case No. 5:23-cv-00224-SSS-KK Assigned to Hon. District Judge Sunshine Suzanne Sykes and Magistrate Judge Kenly Kiya Kato DISCOVERY MATTER STIPULATED PROTECTIVE ORDER Date Action Filed: December 27, 2022 Date of Removal: February 10, 2023
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1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, Plaintiff Lisa A. Wadley (“Plaintiff”), and
6 Defendant WSP USA Environment & Infrastructure Inc., formerly known as
7 Wood Environment & Infrastructure Solutions, Inc., (“E&I”) (collectively,
8 the “Parties”) hereby stipulate to and petition the Court to enter the following
9 Stipulated Protective Order. The parties acknowledge that this Order does not
10 confer blanket protections on all disclosures or responses to discovery and
11 that the protection it affords from public disclosure and use extends only to
12 the limited information or items that are entitled to confidential treatment
13 under the applicable legal principles. The parties further acknowledge, as set
14 forth in Section XIII(C), below, that this Stipulated Protective Order does not
15 entitle them to file confidential information under seal; Civil Local Rule 79-5
16 sets forth the procedures that must be followed and the standards that will be
17 applied when a party seeks permission from the Court to file material under
18 seal.

19 **II. GOOD CAUSE STATEMENT**

20 A. This action is likely to involve trade secrets, customer and pricing lists
21 and other valuable research, development, commercial, financial, technical
22 and/or proprietary information for which special protection from public
23 disclosure and from use for any purpose other than prosecution of this action
24 is warranted. Such confidential and proprietary materials and information
25 consist of, among other things, confidential business or financial information,
26 information regarding confidential business practices, or other confidential
27 research, development, or commercial information (including information
28 implicating privacy rights of third parties, specifically including, but not

1 limited to, employee payroll data, employee personnel data and/or contact
 2 information of E&I or Amec current or former employees), information
 3 otherwise generally unavailable to the public, or which may be privileged or
 4 otherwise protected from disclosure under state or federal statutes, court rules,
 5 case decisions, or common law. Accordingly, to expedite the flow of
 6 information, to facilitate the prompt resolution of disputes over confidentiality
 7 of discovery materials, to adequately protect information the parties are
 8 entitled to keep confidential, to ensure that the parties are permitted
 9 reasonable necessary uses of such material in the investigation, preparation
 10 for, and in the advancement of this Action to address their handling at the end
 11 of the litigation, and serve the ends of justice, a protective order for such
 12 information is justified in this matter. Using confidential information for any
 13 purpose other than in connection with this Action, including but not limited to
 14 soliciting other plaintiffs, is not permitted. It is the intent of the parties that
 15 information will not be designated as confidential for tactical reasons and that
 16 nothing be so designated without a good faith belief that it has been
 17 maintained in a confidential, non-public manner, and there is good cause why
 18 it should not be part of the public record of this case.

19 **III. DEFINITIONS**

- 20 A. Action: Wadley v. AMEC Foster Wheeler USA Corp., et al Case No:
 21 5:23-cv-00224-SSS-KK
 22 B. Challenging Party: A Party or Non-Party that challenges the
 23 designation of information or items under this Order.
 24 C. “CONFIDENTIAL” Information or Items: Information (regardless of
 25 how it is generated, stored or maintained) or tangible things that qualify for
 26 protection under Federal Rule of Civil Procedure 26(c), and as specified
 27 above in the Good Cause Statement.
 28

1 D. Counsel: Outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 E. Designating Party: A Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL.”

6 F. Disclosure or Discovery Material: All items or information, regardless
7 of the medium or manner in which it is generated, stored, or maintained
8 (including, among other things, testimony, transcripts, and tangible things),
9 that are produced or generated in disclosures or responses to discovery in this
10 matter.

11 G. Expert: A person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to
13 serve as an expert witness or as a consultant in this Action.

14 H. House Counsel: Attorneys who are employees of a party to this Action.
15 House Counsel does not include Outside Counsel of Record or any other
16 outside counsel.

17 I. Non-Party: Any natural person, partnership, corporation, association,
18 or other legal entity not named as a Party to this action.

19 J. Outside Counsel of Record: Attorneys who are not employees of a
20 party to this Action but are retained to represent or advise a party to this
21 Action and have appeared in this Action on behalf of that party or are
22 affiliated with a law firm which has appeared on behalf of that party, and
23 includes support staff.

24 K. Party: Any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and
26 their support staffs).

27 L. Producing Party: A Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 M. Professional Vendors: Persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing
3 exhibits or demonstrations, and organizing, storing, or retrieving data in any
4 form or medium) and their employees and subcontractors.

5 N. Protected Material: Any Disclosure or Discovery Material that is
6 designated as "CONFIDENTIAL."

7 O. Receiving Party: A Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 **IV. SCOPE**

10 A. The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material.

15 B. Any use of Protected Material at trial shall be governed by the orders of
16 the trial judge. This Order does not govern the use of Protected Material at
17 trial.

18 **V. DURATION**

19 A. Even after final disposition of this litigation, the confidentiality
20 obligations imposed by this Stipulated Protective Order shall remain in effect
21 until a Designating Party agrees otherwise in writing or a court order
22 otherwise directs. Final disposition shall be deemed to be the later of (1)
23 dismissal of all claims and defenses in this Action, with or without prejudice;
24 and (2) final judgment herein after the completion and exhaustion of all
25 appeals, rehearings, remands, trials, or reviews of this Action, including the
26 time limits for filing any motions or applications for extension of time
27 pursuant to applicable law.
28

VI. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

2. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

3. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

B. Manner and Timing of Designations

1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

2. Designation in conformity with this Order requires the following:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix

1 at a minimum, the legend “CONFIDENTIAL” (hereinafter
2 “CONFIDENTIAL legend”), to each page that contains
3 protected material. If only a portion or portions of the material
4 on a page qualifies for protection, the Producing Party also must
5 clearly identify the protected portion(s) (e.g., by making
6 appropriate markings in the margins).

7 b. A Party or Non-Party that makes original documents
8 available for inspection need not designate them for protection
9 until after the inspecting Party has indicated which documents it
10 would like copied and produced. During the inspection and
11 before the designation, all of the material made available for
12 inspection shall be deemed “CONFIDENTIAL.” After the
13 inspecting Party has identified the documents it wants copied and
14 produced, the Producing Party must determine which documents,
15 or portions thereof, qualify for protection under this Order.
16 Then, before producing the specified documents, the Producing
17 Party must affix the “CONFIDENTIAL legend” to each page
18 that contains Protected Material. If only a portion or portions of
19 the material on a page qualifies for protection, the Producing
20 Party also must clearly identify the protected portion(s) (e.g., by
21 making appropriate markings in the margins).

22 c. For testimony given in depositions, that the Designating
23 Party identify the Disclosure or Discovery Material on the
24 record, before the close of the deposition all protected testimony.

25 d. For information produced in form other than document
26 and for any other tangible items, that the Producing Party affix in
27 a prominent place on the exterior of the container or containers
28 in which the information is stored the legend

1 “CONFIDENTIAL.” If only a portion or portions of the
2 information warrants protection, the Producing Party, to the
3 extent practicable, shall identify the protected portion(s).

4 C. Inadvertent Failure to Designate

5 1. If timely corrected, an inadvertent failure to designate qualified
6 information or items does not, standing alone, waive the Designating
7 Party’s right to secure protection under this Order for such material.
8 Upon timely correction of a designation, the Receiving Party must
9 make reasonable efforts to assure that the material is treated in
10 accordance with the provisions of this Order.

11 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 A. Timing of Challenges

13 1. Any party or Non-Party may challenge a designation of
14 confidentiality at any time that is consistent with the Court’s
15 Scheduling Order.

16 B. Meet and Confer

17 1. The Challenging Party shall initiate the dispute resolution
18 process under Local Rule 37.1 et seq.

19 C. The burden of persuasion in any such challenge proceeding shall be on
20 the Designating Party. Frivolous challenges, and those made for an improper
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
22 parties) may expose the Challenging Party to sanctions. Unless the
23 Designating Party has waived or withdrawn the confidentiality designation,
24 all parties shall continue to afford the material in question the level of
25 protection to which it is entitled under the Producing Party’s designation until
26 the Court rules on the challenge.

1 **VIII.ACCESS TO AND USE OF PROTECTED MATERIAL**

2 A. Basic Principles

3 1. A Receiving Party may use Protected Material that is disclosed
4 or produced by another Party or by a Non-Party in connection with this
5 Action only for prosecuting, defending, or attempting to settle this
6 Action. Such Protected Material may be disclosed only to the
7 categories of persons and under the conditions described in this Order.
8 When the Action has been terminated, a Receiving Party must comply
9 with the provisions of Section XIV below.

10 2. Protected Material must be stored and maintained by a Receiving
11 Party at a location and in a secure manner that ensures that access is
12 limited to the persons authorized under this Order.

13 B. Disclosure of “CONFIDENTIAL” Information or Items

14 1. Unless otherwise ordered by the Court or permitted in writing by
15 the Designating Party, a Receiving Party may disclose any information
16 or item designated “CONFIDENTIAL” only to:

17 a. The Receiving Party’s Outside Counsel of Record in this
18 Action, as well as employees of said Outside Counsel of Record
19 to whom it is reasonably necessary to disclose the information
20 for this Action;

21 b. The officers, directors, and employees (including House
22 Counsel) of the Receiving Party to whom disclosure is
23 reasonably necessary for this Action;

24 c. Experts (as defined in this Order) of the Receiving Party to
25 whom disclosure is reasonably necessary for this Action and who
26 have signed the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A);

28 d. The Court and its personnel;

- 1 e. Court reporters and their staff;
- 2 f. Professional jury or trial consultants, mock jurors, and
- 3 Professional Vendors to whom disclosure is reasonably
- 4 necessary for this Action and who have signed the
- 5 “Acknowledgment and Agreement to be Bound” attached as
- 6 Exhibit A hereto;
- 7 g. The author or recipient of a document containing the
- 8 information or a custodian or other person who otherwise
- 9 possessed or knew the information;
- 10 h. During their depositions, witnesses, and attorneys for
- 11 witnesses, in the Action to whom disclosure is reasonably
- 12 necessary provided: (i) the deposing party requests that the
- 13 witness sign the “Acknowledgment and Agreement to Be
- 14 Bound;” and (ii) they will not be permitted to keep any
- 15 confidential information unless they sign the “Acknowledgment
- 16 and Agreement to Be Bound,” unless otherwise agreed by the
- 17 Designating Party or ordered by the Court. Pages of transcribed
- 18 deposition testimony or exhibits to depositions that reveal
- 19 Protected Material may be separately bound by the court reporter
- 20 and may not be disclosed to anyone except as permitted under
- 21 this Stipulated Protective Order; and
- 22 i. Any mediator or settlement officer, and their supporting
- 23 personnel, mutually agreed upon by any of the parties engaged in
- 24 settlement discussions.
- 25
- 26
- 27
- 28

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such

1 information produced by Non-Parties in connection with this litigation is
 2 protected by the remedies and relief provided by this Order. Nothing in these
 3 provisions should be construed as prohibiting a Non-Party from seeking
 4 additional protections.

5 B. In the event that a Party is required, by a valid discovery request, to
 6 produce a Non-Party's confidential information in its possession, and the
 7 Party is subject to an agreement with the Non-Party not to produce the Non-
 8 Party's confidential information, then the Party shall:

- 9 1. Promptly notify in writing the Requesting Party and the Non-
 10 Party that some or all of the information requested is subject to a
 11 confidentiality agreement with a Non-Party;
- 12 2. Promptly provide the Non-Party with a copy of the Stipulated
 13 Protective Order in this Action, the relevant discovery request(s), and a
 14 reasonably specific description of the information requested; and
- 15 3. Make the information requested available for inspection by the
 16 Non-Party, if requested.

17 C. If the Non-Party fails to seek a protective order from this court within
 18 14 days of receiving the notice and accompanying information, the Receiving
 19 Party may produce the Non-Party's confidential information responsive to the
 20 discovery request. If the Non-Party timely seeks a protective order, the
 21 Receiving Party shall not produce any information in its possession or control
 22 that is subject to the confidentiality agreement with the Non-Party before a
 23 determination by the court. Absent a court order to the contrary, the Non-
 24 Party shall bear the burden and expense of seeking protection in this court of
 25 its Protected Material.

26 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
 28 disclosed Protected Material to any person or in any circumstance not

1 authorized under this Stipulated Protective Order, the Receiving Party must
 2 immediately (1) notify in writing the Designating Party of the unauthorized
 3 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
 4 Protected Material, (3) inform the person or persons to whom unauthorized
 5 disclosures were made of all the terms of this Order, and (4) request such
 6 person or persons to execute the “Acknowledgment and Agreement to be
 7 Bound” that is attached hereto as Exhibit A.

8 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 9 **PROTECTED MATERIAL**

10 A. When a Producing Party gives notice to Receiving Parties that certain
 11 inadvertently produced material is subject to a claim of privilege or other
 12 protection, the obligations of the Receiving Parties are those set forth in
 13 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
 14 to modify whatever procedure may be established in an e-discovery order that
 15 provides for production without prior privilege review. Pursuant to Federal
 16 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
 17 the effect of disclosure of a communication or information covered by the
 18 attorney-client privilege or work product protection, the parties may
 19 incorporate their agreement in the Stipulated Protective Order submitted to
 20 the Court.

21 **XIII. MISCELLANEOUS**

22 A. Right to Further Relief

23 1. Nothing in this Order abridges the right of any person to seek its
 24 modification by the Court in the future.

25 B. Right to Assert Other Objections

26 1. By stipulating to the entry of this Protective Order, no Party
 27 waives any right it otherwise would have to object to disclosing or
 28 producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to
 2 object on any ground to use in evidence of any of the material covered
 3 by this Protective Order.

4 C. Filing Protected Material

5 1. A Party that seeks to file under seal any Protected Material must
 6 comply with Civil Local Rule 79-5. Protected Material may only be
 7 filed under seal pursuant to a court order authorizing the sealing of the
 8 specific Protected Material at issue. If a Party's request to file
 9 Protected Material under seal is denied by the Court, then the
 10 Receiving Party may file the information in the public record unless
 11 otherwise instructed by the Court.

12 **XIV. FINAL DISPOSITION**

13 A. After the final disposition of this Action, as defined in Section V,
 14 within sixty (60) days of a written request by the Designating Party, each
 15 Receiving Party must return all Protected Material to the Producing Party or
 16 destroy such material. As used in this subdivision, "all Protected Material"
 17 includes all copies, abstracts, compilations, summaries, and any other format
 18 reproducing or capturing any of the Protected Material. Whether the
 19 Protected Material is returned or destroyed, the Receiving Party must submit
 20 a written certification to the Producing Party (and, if not the same person or
 21 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
 22 category, where appropriate) all the Protected Material that was returned or
 23 destroyed and (2) affirms that the Receiving Party has not retained any copies,
 24 abstracts, compilations, summaries or any other format reproducing or
 25 capturing any of the Protected Material. Notwithstanding this provision,
 26 Counsel are entitled to retain an archival copy of all pleadings, motion papers,
 27 trial, deposition, and hearing transcripts, legal memoranda, correspondence,
 28 deposition and trial exhibits, expert reports, attorney work product, and

consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: July 28, 2023

/s/ Enzo Nabiev

Attorney(s) for Plaintiff(s)

Dated: July 31, 2023

/s/ Gregory W. Knopp

Attorney(s) for Defendant(s)

ATTESTATION RE ELECTRONIC SIGNATURES

I, Gregory W. Knopp, attest pursuant to Local Rule 5-4.3.4(a)(2)(i) that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing content and have authorized the filing.

Dated: July 31, 2023

PROSKAUER ROSE LLP

By: /s/ Gregory W. Knopp

Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: August 01, 2023


HONORABLE KENLY KIYA KATO
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I have
 read in its entirety and understand the Stipulated Protective Order that was issue by
 the United States District Court for the Central District of California on [DATE] in
 the case of _____ [insert formal name of the case and the
 number and initials assigned to it by the Court]. I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose
 in any manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions of this
 Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print
 or type full name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____